

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

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|---|---|----------|
| ARMSTRONG TRANSPORT GROUP, LLC, |) | |
| |) | |
| Plaintiff, |) | Case No. |
| |) | |
| vs. |) | |
| |) | |
| EZ DUMP DISPOSAL, LLC, |) | |
| |) | |
| <u>SERVE</u> : Nick Plummer, Owner, EZ Dump |) | |
| Disposal, LLC, 12863 LIV 424, Chillicothe, |) | |
| MO 64601, |) | |
| |) | |
| and |) | |
| |) | |
| NICK PLUMMER, |) | |
| |) | |
| <u>SERVE ATt</u> : 12863 LIV 424, Chillicothe, MO |) | |
| 64601, |) | |
| |) | |
| Defendants. |) | |

COMPLAINT

COMES NOW, Plaintiff, Armstrong Transport Group LLC, by and through its undersigned counsel, and for its Complaint against EZ Dump Disposal, LLC and Nick Plummer, states as follows:

INTRODUCTION

1. This is a breach of contract action wherein Defendants, EZ Dump Disposal, LLC (herein after EZ Dump) and Nick Plummer refuse to pay Armstrong Transport Group, LLC (herein after Armstrong) for services that Armstrong rendered to Defendants pursuant to written agreement.

PARTIES

2. Plaintiff, Armstrong is a North Carolina Limited Liability Company that is in good standing, with its principal place of business located in Charlotte, North Carolina. Its organizers are David Morris and Emily Chiarizia, and they are citizens of North Carolina.

3. Defendant EZ Dump is a Missouri Limited Liability Company that is registered with the Missouri secretary of state and is authorized to conduct business in Missouri. Its organizer and member is Nick Plummer and he is a citizen of Chillicothe, Missouri.

4. Nick Plummer, who is the owner of EZ Dump is a citizen and resident of Missouri. He is the sole owner and organizer of EZ Dump Disposal, LLC.

JURISDICTION AND VENUE

5. This Court has subject-matter jurisdiction over this action under 28 U.S.C. § 1332(a) because the parties are diverse and the amount in controversy exceeds \$75,000.00. All parties are citizens of the United States for diversity purposes. The citizenship of the plaintiff is diverse from the citizenship of each defendant, as stated in paragraphs 2 through 4 of this Complaint.

FACTS

6. On or about June 22, 2022, Defendants EZ Dump and Nick Plummer contracted with Armstrong, a broker of freight, to arrange shipments of solid waste on behalf of Defendants'. A true and accurate copy of the agreement is attached hereto as Exhibit 1 "the agreement" and incorporated herein by reference.

7. On or about July 1, 2022, Armstrong began arranging for the shipment of solid waste on behalf of Defendants' pursuant to the agreement.

8. Armstrong arranged for the shipment of approximately one hundred sixty-nine (169) loads of solid waste for Defendants between July 1, 2022, and September 13, 2022.

9. Since on or about August 17, 2022, Defendants have failed to pay all invoices owed to Armstrong under the agreement.

10. To date, despite demands to pay, Defendants have still failed to pay Armstrong for any past due invoices owed to Armstrong.

11. The total of past due invoices that Defendants failed to pay Armstrong is \$127,908.80.

BREACH OF CONTRACT

12. Armstrong re-alleges and incorporates herein by reference each of the allegations contained and set forth in paragraphs 1 through 11 above as if fully set forth herein.

13. Armstrong and Defendants entered into an agreement whereby Armstrong agreed to arrange shipments for Defendants'.

14. The terms of the agreement stated, among other things, that all invoices from Armstrong were due within 30 days of the invoice date.

15. By entering into the agreement with Armstrong, Defendants made a promise to pay Armstrong for all services rendered under the agreement.

16. Pursuant to the agreement, Armstrong arranged for the shipment of one hundred sixty-nine loads of solid waste for Defendants'.

17. Armstrong has fully performed all its obligations or conditions which are or may be a condition precedent to enforcing its right under the agreement between it and Defendants'.

18. Defendants breached the agreement entered with Armstrong by:

- a) Continuing to withhold payment of approximately \$127,908.80 for services rendered by Armstrong.
- b) Failing to keep his/her/their promise to timely pay said invoices pursuant to the agreement, despite multiple demands for payment having been made.

19. Pursuant to the agreement, Armstrong is entitled to payment of all past due invoices in the amount of \$127,908.80.

20. Pursuant to the agreement, Armstrong is also entitled to pre-judgement interest, post-judgement interest, plus all attorney's fees incurred.

21. As a direct and proximate result of Defendants' breach of the agreement, Armstrong has been damaged in an amount more than Seventy-Five Thousand Dollars (\$75,000.00).

WHEREFORE, Plaintiff Armstrong Transport Group, LLC prays this Court enter Judgment in its favor and against Defendants EZ Dump, LLC, and Nick Plummer, for compensatory damages more than \$75,000.00, for taxable court costs, post-judgment interest, attorney fees, and any other remedy as this Court deems appropriate under the circumstances.

Respectfully submitted,

ROBERTS PERRYMAN P.C.

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